

Vol. 12, Tab 32

PRODUCER'S CODE I 359 920	NAME AND LOCATION Marsh & Helzer	PREVIOUS POLICY NUMBER XLX-137 0426 3	POLICY PREFIX AND NUMBER XLX-143 70 60
BRANCH		0	
CO. 1			
COVERAGE PROVIDED 01 FIREMAN'S FUND IN COMPANY DESIGNATED BY NUMBER 07 THE AMERICAN NATIONAL SURETY			
INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE)			
H.L. Grace & Co. 1114 Avenue of the Americas New York, N.Y. 10036			
POLICY PERIOD:		6/30/80	
ITEM 2. INCEPTION (MO. DAY YR.)		EXPIRATION (MO. DAY YR.)	
12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.			
AGENT PLEASE SHOW RATE OF COMMISSION COMM.			
ITEM 3. LIMIT OF LIABILITY: \$ 4,000,000 EACH OCCURRENCE P/O \$50,000,000 \$ 4,000,000 AGGREGATE			
ITEM 4. UNDERLYING INSURANCE LIMIT OF LIABILITY \$ 100,000,000 EACH OCCURRENCE \$ 100,000,000 AGGREGATE			
ITEM 5. PREMIUM BASIS Flat Charge		ITEM 6. ADVANCE PREMIUM: \$ 6,000 ANNUAL MINIMUM PREMIUM: \$ 6,000	
IN THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN \$1,200. AS THE POLICY MINIMUM PREMIUM.			
ITEM 7. SCHEDULE OF UNDERLYING INSURANCE: See End'r. #1			

### FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

#### INSURING AGREEMENTS

1. Coverage. To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.

2. Limit of Liability. The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereunder on account of occurrences during this policy period, this

(Continued on Page Two)

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. Policy Period. This policy applies only to occurrences which take place during the policy period.

#### DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

#### CONDITIONS

1. Maintenance of Primary Insurance. The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (apply-

COUNTERSIGNATURE DATE 7/10/80	COUNTERSIGNATURE OF AUTHORIZED AGENT
----------------------------------	--------------------------------------

BLANKET EXCESS LIABILITY POLICY (FOLLOWING FORM) 5902-2-72  
PRODUCER'S COPY

DEFENDANT'S  
EXHIBIT

FFICSC Exh. 9(f)

WRG 000000382

FFICSC 000166

(Continued from Preceding Page)

ing as express over various policies of primary insurance) with combined limits of liability for said underlying insurance stated in Item 4 of the declarations, or renewals or replacements thereof not affording coverages other than those at inception of this policy, shall be maintained in full effect during the period of this policy, except for reduction of aggregate limits solely as a result of payment of claims arising out of occurrences during this policy period. Each underlying insurance is not maintained in full effect by the insured or if there is any change in the scope of coverage under any underlying insurance, the insurance afforded by this policy shall apply in the same manner as though such underlying policies had been so maintained and unchanged.

The insurance afforded by this policy is subject to the same warranties, terms (including the terms used to describe the application of the limits of liability), conditions and exclusions as are contained in the underlying insurance, on the effective date of this policy, except, unless otherwise specifically provided in this policy, any such warranties, terms, conditions or exclusions relating to premium, the obligation to investigate and defend, the amount and limits of liability, and any renewal agreement.

2. Notice of Occurrence. The Insured shall immediately advise the Company of any occurrence or disaster which will probably result in liability under this policy. The Company shall, nevertheless, be called upon to assume charge of the settlement or defense of any claims made, or suits brought, or proceedings instituted against the insured, but shall have the right and opportunity to be associated with the insured in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of this policy. If the Company avails itself of such right and opportunity, the insured and the Company shall cooperate in all respects so as to effect a final determination of the claim or claims.

3. Payment of Loss. It is a condition of this policy that the insurance afforded under this policy shall apply only after all underlying insurance has been exhausted. Upon final determination by settlement, award or verdict of the liability of the insured, the Company shall promptly pay the insured or the insured shall pay, or be required to pay, the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by the Company within 90 days after they are respectively claimed and proof of loss filed with the Company in conformity with this policy. Bankruptcy or insolvency of insured shall not relieve the Company of any of its obligations under this policy.

4. Payment of Expenses. Loss expenses and legal expenses, including court costs and interest, if any, which may be incurred by the

insured with the consent of the Company in the adjustment or defense of claims, suits or proceedings shall be borne by the Company and the insured in the proportion that each party's share of loss bears to the total amount of said loss. Loss expenses hereunder shall not include salaries and expense of the insured's employees incurred in investigation, adjustment and litigation.

5. Appeal. In the event the insured or any underlying insurer elects not to appeal a judgment in excess of the amount of the underlying insurance, the Company may elect to appeal at its expense and shall be liable for the expenses incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in the policy plus the expenses incidental to such appeal.

6. Subrogation. In the event of any payment of this policy, the Company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Any amount recovered as subrogation shall be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, the Company shall bear the expenses thereof.

7. Premium. The premium for this policy shall be computed upon the basis stated in the Declarations. The advance premium stated in the Declarations, unless otherwise specified is an estimated premium only. Upon termination of this policy the earned premium shall be computed and if the earned premium is more than the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion, subject to the annual minimum premium stated in the Declarations for each twelve months of the policy period, and subject further to the policy minimum premium, as stated in the Declarations.

8. Cancellation. This policy may be cancelled by either party upon 30 days' notice in writing to the other stating the date cancellation shall be effective. If cancellation is at the request of the insured, adjustment of premium shall be at short rate, and if cancelled by the Company, adjustment shall be made pro rata. However, in the event of cancellation or termination of the underlying insurance, this policy shall cease to apply at the same time without notice to the insured. Notice shall be given by the Company to the insured at the address shown in the declarations. Payment of tender of unearned premium is not a condition of cancellation.

### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) nuclear material is contained in spent fuel or waste at possession, handled, used, processed, stored, transported, lost of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

III. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility, included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

(a) any nuclear reactor;

(b) any equipment or device designed or used for (1) separating

PAGE TWO

(Continued on Next Page)

C.I. - 00319

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(Continued from Preceding Page)

the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste, (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235, (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused this Policy to be signed by its President and Secretary but this Policy shall not be valid unless countersigned by a duly authorized Agent of the Company.

*J. Benedict*

SECRETARY

*Myron R. Baird*

PRESIDENT

FINAL PAGE

C.I. - 00320

FFICSC 000168

## SCHEDULE OF UNDERLYING INSURANCE

21

Layer	Participation
A) \$ 5,000,000 to primary London Northbrook	\$ 4,000,000 1,000,000
B) \$15,000,000 to \$ 3,000,000 London Northbrook Grange State	\$ 7,500,000 3,750,000 3,750,000
C) \$30,000,000 to \$20,000,000 London All Ins. Co. Travel Northbrook Grange State Grading Houston	\$15,000,000 3,000,000 2,000,000 2,000,000 7,000,000 1,000,000
D) \$25,000,000 to \$50,000,000 London Integrity Northbrook Northbrook Union Travel Grange State All	\$ 4,000,000 2,000,000 7,000,000 1,000,000 3,000,000 4,000,000 2,000,000
E) \$25,000,000 to \$75,000,000 City Eastbrook Grange State Northbrook Union Northbrook Union Travel Northbrook	\$ 5,000,000 8,000,000 1,000,000 6,000,000 1,000,000 1,000,000

POLICY NUMBER	INSURED	EFFECTIVE
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY		PRODUCER
<i>Myron R. Barr</i> PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT

180001-1.65 SETS

C.I. - 00326

FFICSC 000169

SCHEDULE OF INSURANCE

#1

3328971423

Lines

A) \$ 5,000,000 IS primary  
 London  
 Northbrook  
 20  
 \$ 5,000,000 IS \$ 5,000,000  
 London  
 Northbrook  
 Granite State

**TRANSIT CASUALTY**

B) \$25,000,000 IS \$25,000,000  
 London  
 All Ins. Co.  
 Transit ~~1,000,000~~  
 Hartford  
 Granite State  
 Century National  
**DETROIT FIRE MARINE**

D) \$25,000,000 IS \$25,000,000  
 London  
 Integrity  
 Northbrook  
 National Union  
 Transit  
 Granite State  
 All

E) \$25,000,000 IS \$25,000,000

~~Granite State~~  
 Granite State  
 National Union  
 National Union  
 Transit  
 Hartford

GIBALTAE INS. CO.

IDEAL MUTUAL INS.

Particulars

\$ 2,000,000  
 1,000,000

11,250,000  
 1,500,000  
 3,750,000  
 3,750,000 4,000,000  
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POLICY NUMBER <b>YLY1437060</b>	INSURED <b>W. R. GRACE &amp; Co.</b>	EFFECTIVE <b>6/30/80</b>
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	PRODUCER <b>M. &amp; M.</b>	
<i>Myron Du Bane</i> PRESIDENT	COUNTERSIGNATURE OF AUTHORIZED AGENT	

180001-1.65 SETS

C.I. - 00321

FFICSC 000170

## SCHEDULE OF UNDERLYING INSURANCE # 1 (REVISED)

3328971424

LAYER	PARTICIPATION
A) \$ 5,000,000 XS PRIMARY LONDON NORTH BROOK	\$ 4,000,000 1,000,000
B) \$ 20,000,000 XS \$ 5,000,000 LONDON NORTHBROOK GRANITE STATE TRANSIT CASUALTY	11,250,000 3,750,000 4,000,000 1,000,000
C) \$ 25,000,000 XS \$25,000,000 LONDON AIU INS. CO. TRANSIT HARTFORD GRANITE STATE GERLING KONZERN BERMUDA FIRE & MARINE	12,000,000 2,000,000 2,000,000 4,500,000 6,000,000 1,000,000 500,000
D) \$ 25,000,000 XS \$50,000,000 LONDON INTEGRITY NORTHBROOK NATIONAL UNION TRANSIT GRANITE STATE AIU	4,000,000 2,000,000 7,000,000 1,000,000 5,000,000 4,000,000 2,000,000
E) \$ 25,000,000 XS \$75,000,000 GIBRALTAR INS. CO. IDEAL MUTUAL INS. GRANITE STATE REUNION ARDIATRICA NATIONAL UNION TRANSIT HARTFORD	2,500,000 3,000,000 8,500,000 1,000,000 6,000,000 3,000,000 1,000,000

POLICY NUMBER	INSURED	EFFECTIVE
XLX 142 70-60	W. R. GRACE & COMPANY	6/30/80
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	PRODUCER MARSH & MC LENNAN	COUNTERSIGNATURE OF AUTHORIZED AGENT
<i>Myron R. Davis</i> PRESIDENT	10-X	

180001-1-65 SETS

C.I. - 00322

FFICSC 000171

02117

52150

## Architects, Engineers or Surveyors-Professional Liability Exclusion

#2

It is agreed that this policy shall not apply to any liability arising out of any professional services performed by or for the Insured, including, but not limited to

- (A) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
- (B) supervisory, inspection or engineering services.

Signed Accepted:

Named Insured or Executive Officer

POLICY NUMBER	INSURED	EFFECTIVE
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER
<i>Myron A. Bain</i> PRESIDENT 70.8		COUNTERSIGNATURE OF AUTHORIZED AGENT

180002-6-65 SETS

WRG 000000385

FFICSC 000172

02118

0115

#3
CANCELLATION AMENDMENT ENDORSEMENT (Cess Umbrella)

It is hereby understood and agreed that the first (1st) sentence of Condition 8, CANCELLATION, is voided and replaced by the following:

"This policy may be cancelled by either party upon forty five (45) days' , thirty (30) days notice with respect to cancellation for non-payment of premium, in writing to the other stating the date cancellation shall be effective."

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

POLICY NUMBER	INSURED	EFFECTIVE
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY <i>Myron A. Bain</i> PRESIDENT	PRODUCER	
	COUNTERSIGNATURE OF AUTHORIZED AGENT	

180008-6-65 SETS

WRG 000000386

FFICSC 000173



10306--(PSO) 5-78

C.I. - 00329

**FFICSC 000174**

## ENTRY INSTRUCTIONS—E &amp; SR—CASUALTY

## CEDED REINSURANCE

ENTRY TRANSACTION NUMBER		ALLOCATION OF LIMITS		TOTAL POLICY LIMIT		E & SR TREATY LIMIT		E & SR SURPLUS TREATY LIMIT																																																																																																																																													
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UNDERWRITER: <i>Paula Long</i> DATE: 7/2/80																																																																																																																																																					
* DOES OUTSIDE REINSURANCE APPLY? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES—SEE REVERSE SIDE																																																																																																																																																					

C.I. - 00330

FFICSC 000175

MORE ENTRY INSTRUCTIONS (CONTINUED FROM REVERSE SIDE)

## OUTSIDE REINSURANCE (FACULTATIVE CEDED REINSURANCE)

		LIABILITY (PERCENT OR DOLLARS)	PREMIUM TO REINSURER		REINS. COMM.
REINSURER			B.I.	P.D.	
MAILING ADDRESS					
REINSURANCE CERT. NO.					
PAY PREMIUM TO:					
REINS. COMPANY	REINS. BROKER	PRODUCER			(INCLUDING TAX & BOARD)
REINSURER			B.I.	P.D.	
MAILING ADDRESS					
REINSURANCE CERT. NO.					
PAY PREMIUM TO:					
REINS. COMPANY	REINS. BROKER	PRODUCER			(INCLUDING TAX & BOARD)
REINSURER			B.I.	P.D.	
MAILING ADDRESS					
REINSURANCE CERT. NO.					
PAY PREMIUM TO:					
REINS. COMPANY	REINS. BROKER	PRODUCER			(INCLUDING TAX & BOARD)

## TO: CLAIMS. (FOR CLAIMS DEPARTMENT USE ONLY)

1. DISTRIBUTE THAT PART OF THE TOTAL POLICY LOSS (RESERVE OR PAYMENTS) ALLOCATED TO THE E &amp; SR TREATY AS FOLLOWS:

E & SR TREATY'S (NOT E & SR SURPLUS TREATY) SHARE OF LOSS AS SHOWN UNDER CEDED REINSURANCE IN THE SPACE TITLED "E & SR TREATY LIMIT" ON REVERSE SIDE	LOSS ALLOCATION	
	FIREMAN'S FUND'S SHARE (NET TO F.F.)	REINSURANCE SHARE
FIRST \$1,000,000 OF LOSS TO E & SR TREATY:	50% OF LOSS	50% OF LOSS
NEXT \$2,000,000 OF LOSS TO E & SR TREATY:	25% OF LOSS	75% OF LOSS
NEXT \$2,000,000 OF LOSS TO E & SR TREATY:	25% OF LOSS	75% OF LOSS
NEXT \$3,000,000 OF LOSS TO E & SR TREATY:	10% OF LOSS	90% OF LOSS

2. ALLOCATE REMAINING PORTION OF TOTAL LOSS (IF ANY) AS PER THE PERCENTAGE (OR DOLLARS) SHOWN UNDER CEDED REINSURANCE IN THE SPACE TITLED "E &amp; SR SURPLUS TREATY LIMIT" ON THE REVERSE SIDE AND OUTSIDE REINSURANCE (IF SHOWN ABOVE)

TO: ENTRY DEPARTMENT.—REFER TO REVERSE SIDE FOR CODING INSTRUCTIONS.

C.I. - 00331

FFICSC 000176



# EXCESS & SPECIAL RISKS INSTRUCTIONS FOR POLICYWRITING & CODING

TO: POLICYWRITING		USE NUMBER <b>XLX1437060</b>
<input type="checkbox"/> NEW	<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> ENDORSEMENT
<input type="checkbox"/> CANCELLATION	EFFECTIVE DATE:	
PRODUCTION CODE	PRODUCER NAME	LOCATION
NAMED INSURED ADDRESS		
<i>W. R. Mason &amp; Co.</i>		
<input checked="" type="checkbox"/> USE POLICY FORM <i>one attached</i>		
<input checked="" type="checkbox"/> USE ENDORSEMENT FORM		
<input type="checkbox"/> USE CERTIFICATE FORM		
<input type="checkbox"/> PER FORM ATTACHED		
<input checked="" type="checkbox"/> <i>Att. policy # XLX1437060 + 61 in one</i>		
<i>Underwriting file &amp; send simultaneously to Producer</i>		
<div>COPIES</div> <input type="checkbox"/> PRE-CARBONIZED FORM <input type="checkbox"/> SIGN ORIGINAL <input checked="" type="checkbox"/> ORIGINAL PROCESSING CENTER, AGENT, UNDERWRITER, B.O., ADPT., EXTRA <input type="checkbox"/> ORDER CREDIT REPORT <input type="checkbox"/> ORDER		
DISTRIBUTE:		
<input checked="" type="checkbox"/> SEND ORIGINAL AND AGENTS COPY TO AGENT		
<input type="checkbox"/> SEND ORIGINAL AGENTS AND B.O. COPIES TO:		
MR. _____ E & SR REPRESENTATIVE		
B.O. _____		
<input type="checkbox"/> SEND ALL COPIES EXCEPT UNDERWRITING COPY TO:		
MR. _____ E & SR REPRESENTATIVE		
B.O. _____		
<input checked="" type="checkbox"/> RETURN		
<input type="checkbox"/> UNDERWRITING COPY TO E & SR DEPARTMENT		
<input type="checkbox"/> BRANCH OFFICE COPY TO E & SR DEPARTMENT		
<input checked="" type="checkbox"/> RETURN ALL COPIES TO <i>else Anna Chung X223</i>		
<input type="checkbox"/> OTHER: _____		

TO: ENTRY DEPARTMENT — SPECIAL INSTRUCTIONS ON REVERSE SIDE  
380047-7.77

C.I. - 00332

FFICSC 000177

**3328971427**

**ENTRY INSTRUCTIONS—E & SR—CASUALTY**

ENTRY TRANSACTION NUMBER 1			ALLOCATION OF LIMITS IN DOLLARS AND PERCENTAGE POLICY NUMBER X L X 144.71.60		TOTAL POLICY LIMIT 4,000,000	CEDED REINSURANCE E & SR TREATY LIMIT 75%		E & SR SURPLUS TREATY LIMIT 0		
BRANCH NYK			INSURED W. P. Brown & Co.		GROSS <input checked="" type="checkbox"/> ADDITIONAL <input type="checkbox"/> RETURN PREMIUM DUE	PREMIUM ALLOCATION E & SR TREATY 88-002-321 E & SR SURPLUS TREATY 88-002-326 CODE 82.06 % OF 75 % OF GROSS PREMIUM TO TREATY IF COMM 88.82% IF COMM 87.5%				
UP	CLASS	MINOR CLASS			PRODUCER'S COMM 75%					

701	MISC	11111	01 MECHANICAL RIDE 00 OTHER	BI 53-03	PD 54-03	BI 53-03	PD 54-03	BI 53-03	PD 54-03
		01382	01 DET AGENCY B 02 TRKE SER 00 OTHER MISC	BI 53-03	PD 54-03	BI 53-03	PD 54-03	BI 53-03	PD 54-03
		0798	01 RAIN OR FLOOD DAMAGE 02 CONTING 04 NON APP 05 TYS 06 TWIN 00 OTHER	XXX	25-58	XXX	25-58	XXX	25-58
		73110	01 ADVERTISENG 02 ADVERTISING AGENCY	COVER 1 2 3	CLMS MADE DATE	BI 53-08	XXX	BI 53-08	XXX
702	EXD	48903	03 RADIO 04 TELEVISION	COVER 1 2 3	CLMS MADE DATE	BI 53-08	XXX	BI 53-08	XXX
		73920	05 CR SUR 10 PAPER B 16 CATY 06 EDP 12 P. FIN 00 OTHERS 09 MAG-D 17 SEC	COVER 1 2 3	CLMS MADE DATE	BI 53-08	XXX	BI 53-08	XXX
		97774	01 CPA 02 LAWYERS 04 ARCHS. ENG 00 OTHERS	COVER 1 2 3	CLMS MADE DATE	BI 53-08	XXX	BI 53-08	XXX
		90888	01 PHYSURGENT 02 HOSPITAL 03 ALL OTHER MEDICAL PROP	COVER 1 2 3 4 5 6 7	CLMS MADE DATE	BI 53-76	XXX	BI 53-76	XXX

APPLICABLE TO 701/702		POLICY LIMITS		E & SR TREATY LIMITS	
1	2	3	4	5	6

703	ORDINARY EXCESS	04 TRUCKMEN 00 OTHER COMMERCIAL	BI 43-22	PD 44-22	BI 43-22	PD 44-22	BI 43-22	PD 44-22	
		80900	01 BUSES 00 OTHER PUBLIC	BI 43-22	PD 44-22	BI 43-22	PD 44-22	BI 43-22	PD 44-22
		01382	00 ALL DL & Y	BI 53-03	PD 54-03	BI 53-03	PD 54-03	BI 53-03	PD 54-03
		97778	00 ALL M & C	BI 53-04	PD 54-04	BI 53-04	PD 54-04	BI 53-04	PD 54-04
704	ORDINARY EXCESS	97777	00 ALL PRODUCTS	BI 53-04	PD 54-04	BI 53-04	PD 54-04	BI 53-04	PD 54-04
		97774	01 CPA 02 LAWYERS 04 ARCHS. ENG 00 OTHERS	COVER 1 2 3	CLMS MADE DATE	BI 53-08	XXX	BI 53-08	XXX
		90888	01 PHYSURGENT 02 HOSPITAL 03 ALL OTHER MEDICAL PROP	COVER 1 2 3 4 5 6 7	CLMS MADE DATE	BI 53-76	XXX	BI 53-76	XXX
		0988	WORKERS COMPENSATION	UNDERLYING SOM CODE 1 2 3 4 5 6 7 8 9	BI 10-10	XXX	BI 10-10	XXX	BI 10-10

EXCESS POLICY LIMITS		PRIMARY BI LIMITS		PRIMARY PD LIMITS		E & SR TREATY LIMITS	
1	2	3	4	5	6	7	8

712	SUPERCOVER	04 TRUCKMEN 00 OTHER COMMERCIAL	BI 43-22	PD 44-22	BI 43-22	PD 44-22	BI 43-22	PD 44-22	
		80900	01 BUSES 00 OTHER PUBLIC	BI 43-22	PD 44-22	BI 43-22	PD 44-22	BI 43-22	PD 44-22
		01382	00 ALL DL & Y	BI 53-03	PD 54-03	BI 53-03	PD 54-03	BI 53-03	PD 54-03
		97778	01 CONTRACTORS 00 ALL OTHER M & C	BI 53-02	PD 54-02	BI 53-02	PD 54-02	BI 53-02	PD 54-02
713	SUPERCOVER	97777	00 ALL PRODUCTS	BI 53-04	PD 54-04	BI 53-04	PD 54-04	BI 53-04	PD 54-04
		97774	01 CPA 02 LAWYERS 04 ARCHS. ENG 00 OTHERS	COVER 1 2 3	CLMS MADE DATE	BI 53-08	XXX	BI 53-08	XXX
		90888	01 PHYSURGENT 02 HOSPITAL 03 ALL OTHER MEDICAL PROP	COVER 1 2 3 4 5 6 7	CLMS MADE DATE	BI 53-76	XXX	BI 53-76	XXX
		0988	WORKERS COMPENSATION	UNDERLYING SOM CODE 1 2 3 4 5 6 7 8 9	BI 10-10	XXX	BI 10-10	XXX	BI 10-10

EXCESS POLICY LIMITS		PRIMARY BI LIMITS		PRIMARY PD LIMITS		HOLD RISK IDENTITY		E & SR TREATY LIMITS	
1	2	3	4	5	6	7	8	9	0

UNDERWRITER: *Carol Young* DATE: 7/2/80

DOES OUTSIDE REINSURANCE APPLY?  
☐ NO ☒ YES—SEE REVERSE SIDE

C.I. - 00333

FFICSC 000178

MORE ENTRY INSTRUCTIONS (CONTINUED FROM REVERSE SIDE)

3328971428

## OUTSIDE REINSURANCE (FACULTATIVE CEDED REINSURANCE)

		LIABILITY (PERCENT OR DOLLARS)	PREMIUM TO REINSURER		REINS. COMM.
REINSURER			B.I.	P.D.	
MAILING ADDRESS					
REINSURANCE CERT. NO.					
PAY PREMIUM TO:					
REINS. COMPANY	REINS. BROKER	PRODUCER			(INCLUDING TAX & BOARD)
REINSURER			B.I.	P.D.	
MAILING ADDRESS					
REINSURANCE CERT. NO.					
PAY PREMIUM TO:					
REINS. COMPANY	REINS. BROKER	PRODUCER			(INCLUDING TAX & BOARD)
REINSURER			B.I.	P.D.	
MAILING ADDRESS					
REINSURANCE CERT. NO.					
PAY PREMIUM TO:					
REINS. COMPANY	REINS. BROKER	PRODUCER			(INCLUDING TAX & BOARD)

## TO: CLAIMS (FOR CLAIMS DEPARTMENT USE ONLY)

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	FIREMAN'S FUND'S SHARE (NET TO F.F.)	REINSURANCE SHARE
FIRST \$1,000,000 OF LOSS TO E & SR TREATY:	50% OF LOSS	50% OF LOSS
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NEXT \$2,000,000 OF LOSS TO E & SR TREATY:	25% OF LOSS	75% OF LOSS
NEXT \$5,000,000 OF LOSS TO E & SR TREATY:	10% OF LOSS	90% OF LOSS

2. ALLOCATE REMAINING PORTION OF TOTAL LOSS (IF ANY) AS PER THE PERCENTAGE (OR DOLLARS) SHOWN UNDER CEDED REINSURANCE IN THE SPACE TITLED "E & SR SURPLUS TREATY LIMIT" ON THE REVERSE SIDE AND OUTSIDE REINSURANCE (IF SHOWN ABOVE)

TO: ENTRY DEPARTMENT—REFER TO REVERSE SIDE FOR CODING INSTRUCTIONS.

C.I. - 00334

FFICSC 000179

# **BLANKET EXCESS LIABILITY POLICY (FOLLOWING FORM)**

Coverage is provided in the Company designated by number, a stock insurance Company (herein called the Company)

## **DECLARATIONS**

1. INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE)



01 FIREMAN'S FUND  
INSURANCE COMPANY SAN FRANCISCO, CALIFORNIA  
18 THE AMERICAN  
INSURANCE COMPANY PHILADELPHIA, NEW JERSEY  
07 NATIONAL SURETY  
CORPORATION CHICAGO, ILLINOIS  
13 ASSOCIATED INDEMNITY  
CORPORATION SAN FRANCISCO, CALIFORNIA  
16 AMERICAN AUTOMOBILE  
INSURANCE COMPANY CREVE COEUR, MISSOURI

POLICY PERIOD:

ITEM 2. INCEPTION (MO, DAY, YR.) EXPIRATION (MO, DAY, YR.)  
1201 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

ITEM 3.	LIMIT OF LIABILITY:	
	\$	EACH OCCURRENCE
	\$	AGGREGATE
ITEM 4.	UNDERLYING INSURANCE LIMIT OF LIABILITY	
	\$	EACH OCCURRENCE
	\$	AGGREGATE
ITEM 5.	PREMIUM BASIS	ITEM 6.
	\$	ADVANCE PREMIUM: \$
	\$	ANNUAL MINIMUM PREMIUM: \$
IN THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN \$		
THE POLICY MINIMUM PREMIUM.		
ITEM 7. SCHEDULE OF UNDERLYING INSURANCE:		

## **FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY**

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

### **INSURING AGREEMENTS**

1. Coverage. To indemnify the insured for the insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.
2. Limit of Liability. The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations, in excess of the limit or limits of liability of the applicable underlying insurance policy or policies as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said policy or policies solely by reason of losses paid thereon on account of occurrences during this policy period, this

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. Policy Period. This policy applies only to occurrences which take place during the policy period.

### **DEFINITIONS**

"Ultimate net loss" means all sums actually paid, or which the insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or savings.

### **CONDITIONS**

1. Maintenance of Primary Insurance. The insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (apply

(Continued on Page Two)

COUNTERSIGNATURE DATE	COUNTERSIGNATURE OF AUTHORIZED AGENT

PAGE ONE

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IV-D

C.I. - 00335

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